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the subject matter but only by the form of the agreement, *i. e.*, treaties proper. Witness the Lansing-Ishii agreement recently concluded, the importance of which is not in any way reflected by the informal documents in which it is recorded.

CONSTITUTIONAL LAW—TAKING PROPERTY WITHOUT DUE PROCESS—INVALIDITY OF A SEGREGATION ORDINANCE.—A white man brought a bill for specific performance of a contract to sell land to a negro, the contract being expressly made subject to the latter's "right" under the law to occupy the premises as a residence. A Louisville ordinance, held valid by the Court of Appeals of Kentucky, forbade the future occupancy by white man or negro of a residence in a block where the majority of residences were occupied by persons of the other race. All privileges of occupancy already accrued at the time of enactment were expressly saved. *Held*, that the power of unrestricted alienation was a property right protected by the Constitution, and that the ordinance was invalid as taking property without due process of law. *Buchanan v. Warley* (1917) 38 Sup. Ct. 16. See COMMENTS, p. 393.

CONTRACTS—ACCEPTANCE—ACTS NECESSARY TO FORM A UNILATERAL CONTRACT.—The defendant wrote to the plaintiff, her son-in-law, that if he would move from Missouri to Maine and would care for the defendant on the home place during her life, he should have the use of the place during her life and the complete ownership at her death. The plaintiff moved as requested and cared for the defendant a few weeks, when the defendant repudiated her promise without just cause. The plaintiff sued in equity for an injunction against an ejectment suit and for a decree that the defendant should hold the legal title as trustee for the plaintiff. *Held*, that a unilateral contract was formed when the plaintiff moved to Maine and there began to care for the defendant, and that the plaintiff was entitled to the relief asked. *Brackenbury v. Hodgkin* (1917, Me.) 102 Atl. 106.

See COMMENTS, p. 382.

CONTRACTS—CONSIDERATION FOR UNILATERAL CONTRACT—PERFORMANCE BY PROMISEE AS REQUIRED BY PREVIOUS CONTRACT WITH A THIRD PERSON.—The defendant's daughter became engaged to an Italian count; and thereafter the defendant made a written promise that, in consideration of the fact that the daughter was affianced to and was to be married to the count, he would pay \$2500 to his daughter on the day set for the marriage and annually thereafter. This writing was delivered to the count, and the wedding took place as expected. The plaintiff, as assignee of both the count and his wife, sues for the eleventh annual instalment. *Held*, that the marriage in accordance with their previous engagement was a sufficient consideration for the defendant's promise. *Attilio DeCicco v. Schweizer* (1917, N. Y.) 117 N. E. 807.

The plaintiff was under contract with the owner of a mare, named Grace, to drive her in the Kentucky Futurity race. The defendant, being the owner of the sire, the dam, and two brothers of Grace, promised the plaintiff \$1000 if he would drive Grace and win the Futurity. The plaintiff, with intent to accept, drove and won the race. *Held*, that such performance as required by his previous contract was not a sufficient consideration for the defendant's promise. *McDevitt v. Stokes* (1917, Ky.) 192 S. W. 681.

For a discussion of these cases see ARTICLE, *Does a Pre-existing Duty Defeat Consideration?* p. 362.